

**AGREEMENT BETWEEN ALACHUA COUNTY & SKYLINE ELEVATOR, INC. FOR
ANNUAL ELEVATOR FULL COVERAGE MAINTENANCE AND REPAIR SERVICES
NO. 14393**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Skyline Elevator, Inc., a Florida for profit corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued a(n) ITB 25-8 seeking qualified firms or individuals to provide routine maintenance tasks such as inspections, lubrication, adjustments, and minor repairs to elevators within Alachua County Buildings; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope of Services/Work**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform annual elevator full coverage maintenance and repair service within various building occupied by Alachua County, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. The Parties agree these Services include, but is not limited to, routine maintenance tasks such as inspections, lubrication, adjustments, and minor repairs. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective on October 1, 2024 (“effective date”) and continues until September 30, 2025, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional one-year terms at the same terms and conditions outlined herein.
4. **Closeout**. The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “5”**.
5. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the

Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

6. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed **Seventy-Six Thousand, Four Hundred Twenty-Eight Dollars and Zero Cents (\$76,428.00) annually (“NTE amount”)**. Payment will be in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Facilities Management
915 SE 5th Street
Gainesville, Florida, 32601
FacFiscal@alachuacounty.us

- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:

Skyline Elevator, Inc.
1518 Max Hooks Road Unit D
Groveland, Florida 34736
bill@skylineelevators.com

- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future

otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

- E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

8. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

10. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by

Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$19.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.

13. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor’s employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor’s sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Skyline Elevator, Inc.
1518 Max Hooks Road Unit D
Groveland, Florida 34736
(352) 819-5121
bill@skylineelevators.com

To County:

Facilities Management
915 SE 5th Street
Gainesville, Florida, 32601
(352) 548-3761
FacFiscal@alachuacounty.us

cc: **With a copy electronically sent to:**

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. **Confidential Information.** During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's

Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of

the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair
Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. “Jess” Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

Signed by:
By: Tan Nguyen
F5569998A63D458...
Tan Nguyen
Print: _____
Title: Executive V.P.
Date: 9/20/2024

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services/Work



www.vdassoc.com

SECTION 14 01 20

OWNERS FORM OF VERTICAL TRANSPORTATION

MAINTENANCE CONTRACT AND SPECIFICATIONS

FULL COVERAGE

FOR

TWENTY-EIGHT (28) CONVEYANCES
(14 HYDRAULIC - 12 TRACTION - 2 DUMBWAITERS)

AT

VARIOUS LOCATIONS FOR ALACHUA COUNTY

915 SE 5TH STREET

GAINESVILLE, FL

DATE: April 10, 2024

VDA NO. 72114/DH

Elevator Contractor _____

Leading The Way in Elevator & Escalator Consulting Services



TABLE OF CONTENTS

PART 1 - GENERAL CONDITIONS.....1

1.1 CONTRACT INTENT1

1.2 DEFINITIONS OF TERMS.....1

1.3 ABBREVIATIONS AND SYMBOLS2

1.4 SPECIFICATION COVERAGE.....2

1.5 HOURS OF WORK.....3

1.6 BREAKDOWN, MALFUNCTION OR DAMAGE3

1.7 TRASH REMOVAL3

1.8 GENERAL OBLIGATIONS.....4

1.9 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADING'S4

1.10 CONTRACTOR'S LICENSE.....5

PART 2 - PRODUCTS AND SERVICES.....5

2.1 SCHEDULED PREVENTIVE MAINTENANCE LABOR5

2.2 MAINTENANCE OF ELEVATORS, WHEELCHAIR/ADA PLATFORM LIFT'S, VERTICAL RECIPROCATING CONVEYORS, CART CONVEYORS AND PLATFORMS EQUIPMENT COVERAGE.....6

2.3 CLEANING9

2.4 PAINTING10

2.5 INSPECTIONS / TESTS.....10

2.6 CALLBACK SERVICE (24 HOURS, 7 DAYS PER WEEK).....12

2.7 Owner RIGHT TO MONITOR CONTRACTOR SERVICE AND PERSONNEL12

2.8 CONFIDENTIALITY13

2.9 SECURITY14

2.10 OBSOLESCENCE.....14

2.11 SCHEDULED SERVICE PROCEDURES.....15

PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS.....16

3.1 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED16

3.2 PARTS INVENTORY AND WIRING DIAGRAMS16

3.3 STANDBY SERVICE/MINIMUM STAFFING REQUIREMENTS17

3.4 MATERIALS AND WORKMANSHIP17

3.5 PROTECTION OF WORK AND PROPERTY18

3.6 VIOLATIONS18

3.7 CHANGES IN SCOPE18

APPENDIX20

EXHIBIT A24

Alachua County Various Locations
 915 SE 5th Street
 Gainesville, FL

14 01 20 - i
 VDA No. 72114

Elevator
 4/10/2024



DIVISION 14 – CONVEYING EQUIPMENT

14 00 00 Conveying Equipment

14 01 00 Maintenance of Conveying Equipment

14 01 20 – Maintenance of Elevators – Full Coverage Contract and Specifications

_____ (hereinafter called the Contractor) shall furnish services to ALACHUA COUNTY FLORIDA (hereinafter called the "Owner" on the vertical transportation systems and related equipment listed in the attached Contractor's Schedule of Unit Prices, located per Exhibit A1.

This service will be furnished for the period of **THREE (3) years**. All replacement parts, repairs, adjustments, and associated services, as specified herein, shall be supplied, installed, performed, and conducted at the Contractor's sole cost and expense unless otherwise specified herein.

PART 1 - GENERAL CONDITIONS

1.1 CONTRACT INTENT

- A. The purpose of this specification is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for vertical transportation systems identified..
- B. It is the intent of this specification to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee to the Owner that absence or omission of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the specification and practical requirements unless same is specifically excluded or prorated herein.
- C. Minimum standards and requirements for services to be rendered shall be performed in accordance with the O.E.M specifications, Maintenance Control Program and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this specification with the Professionals' Seal and Stamp.

1.2 DEFINITIONS OF TERMS

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 1
VDA No. 72114

Elevator
4/10/2024



- A. The term Owner, as used herein, refers to the person, organization, corporation, or other entity representing building ownership and the relative responsibilities under this contract.
- B. The term "Property Manager" as used herein is an individual or company that is hired to oversee the day-to-day operations of a unit of real estate.
- C. The term "Authority," "Governing Authority (GA)", "Authority Having Jurisdiction (AHJ)," or references of similar import, as used herein, shall mean the local government agency responsible for enforcement of vertical transportation safety codes and local laws or their designated representative, private inspection agency, consultant or other licensed designee.
- D. The term "Contractor," "Elevator Contractor" or "Vendor" as used herein, refers to any persons, partners, firm, corporation or officer(s) of such companies having an agreement with the Owner to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- E. The term "Subcontractor," as used herein, refers to any persons, partners, firm, or corporation having materials and/or labor for the execution of the work herein described.
- F. The term "Consultant," as used herein, refers to VDA.

1.3 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in the Contract Document, shall mean the following:

ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
EPA	Environmental Protection Agency
GA	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

1.4 SPECIFICATION COVERAGE

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained and certified employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, as specified herein and in accordance with all applicable codes, ordinances and regulations.

Alachua County Various Locations
 915 SE 5th Street
 Gainesville, FL

14 01 20 - 2
 VDA No. 72114

Elevator
 4/10/2024



- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. With the exception of only those items specifically identified as being performed by others, the specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the contract. Inasmuch as it is understood that any incidental work necessary to execute the scope is also covered by the specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions.
- D. Maintenance coverage shall include, but is not limited to, preventive services, call-back services, inspection and testing services, repair, and/or direct replacement component renewal procedures.

1.5 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working days of the elevator trade, 8:00 A.M. to 4:30 P.M., Monday through Friday, except union designated holidays. Contractor shall provide a list of Union designated holidays to the Owner.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through the Owner.
 - 1. Owner retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner extraordinary obligation is extra premium labor costs only.
 - 2. Callback services shall be made available twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.
- C. Travel time for all billable callback services shall be capped at 1.0 hours (roundtrip) per callback.

1.6 BREAKDOWN, MALFUNCTION OR DAMAGE

- A. Immediately upon the Contractor's discovery of any damage or signs of disrepair, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, they shall advise the Owner and the Contractor shall place such "Out of Order" or warning signs as are appropriate with necessary barricades or other required protection as directed by the Owner. Such signs will be furnished by the Contractor upon request of the Owner and shall remain in place until necessary repairs are completed.

1.7 TRASH REMOVAL

- A. The Contractor shall arrange to dispose of all liquid and solid refuse produced under this specification in a lawful, safe, and efficient and manner in accordance with EPA regulations and subject to the prior approval of the Owner at no cost to the Owner.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 3
VDA No. 72114

Elevator
4/10/2024



- B. The Contractor shall remove daily from the building, all garbage, debris, and other waste materials (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste materials not immediately removed shall be temporarily stored in a clean and sanitary condition, approved by the Owner, in suitable garbage and waste receptacles, also approved by the Owner and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris, and other waste materials from the Building. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Owner. No equipment or facilities of the Owner shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged, or disposed into or upon the streets bounding the Site of Work.

1.8 GENERAL OBLIGATIONS

- A. Except with the prior written approval of the Owner, or as specifically authorized or required elsewhere herein, the Contractor shall not erect, maintain, or display any signs, posters, or advertising at the Site of the Work. Interior signs affecting public safety and security shall be in accordance with guidelines established by the Owner and shall be subject to the approval of the Property Manager.
- B. In order to effectuate the policy of the Owner, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which affect the Contract and the performance thereof, except where stricter requirements are contained in these Specifications, in which event the latter requirements shall apply. The Contractor shall apply for any permits, licenses, or variances in the name of or on behalf of the Owner, where required by law or by the immediately preceding sentence shall obtain express written approval from the Governing Authority.
- C. The Contractor shall provide qualified labor or other assistance on behalf of the Owner for work performed by other trades, professionals, inspectors, and Facility Manager's personnel when conditions warrant or upon request of the Owner. The Owner shall approve all requests for the Contractor's labor assistance and, when applicable, shall approve requests for additional compensation by the Contractor under "Extra Work" provisions included herein.

1.9 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADING'S

- A. Full comprehensive service and repair coverage shall be included under the terms of this specification when equipment and/or component systems represented herein are modified or upgraded.
- B. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- C. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive specification whether such components are specifically identified or not without extra cost to the Owner.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 4
VDA No. 72114

Elevator
4/10/2024



1.10 CONTRACTOR'S LICENSE

- A. As required by law, Contractor certifies that it is licensed, and its mechanics are licensed and/or Certified, by the State of Florida to perform the elevator maintenance services pursuant to this specification, and that the license will be maintained current and valid for the Initial Term and any renewal term of this Specification.

PART 2 - PRODUCTS AND SERVICES

2.1 SCHEDULED PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. The Contractor shall include a minimum of **ONE (1) hour** per unit for each elevator and **½ hour(s)** per dumbwaiter on site that is to be dedicated to routine preventive maintenance. **Owner shall be credited TWO TIMES the hourly billable service costs for any hours not provided under this specification per month on a per hour cost basis plus 15% for wear and tear as listed in Exhibit A.**
- B. The Contractor shall formulate its proposed schedule for the forthcoming month incorporating the "minimum" preventive maintenance requirements specified herein for all units.
- C. The schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed.
- D. Deviations from this master schedule as desired by Contractor or mandated by other building and equipment conditions shall be reported to the Facility Manager for approval.
- E. When conditions warrant or the Facility Manager requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the record history of preventive maintenance procedures accomplished prior to the revision.
- F. Prior to commencement of each site visit, the Contractor shall obtain a list of complaints or other recorded vertical transportation problems from the Management representative for building services.
- G. Corrective actions shall be implemented based on the severity of the complaint, required extra work repairs and scheduled maintenance procedures as approved by the Facility Manager or Designee.
- H. Prior to leaving each site visit, the Contractor shall review with the Facility Manager or Designee the corrective action taken on each item listed in "A" above. The Contractor shall provide a written report when requested.
- I. The Contractor shall assign a manager representative who shall be in charge of all Contractor personnel and services provided under this specification. The manager shall have the overall responsibility on a 24-hour, seven days per week basis.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 5
VDA No. 72114

Elevator
4/10/2024



- J. The Contractor shall assign a manager's assistant(s) or other representatives to ensure the Contractor is properly represented at all times, 7 days per week, 24 hours per day.
 - K. The Contractor's manager, assistant manager, superintendent, supervisor and/or foreperson shall each be authorized by the Contractor to receive and put into effect promptly all orders, directions, or other instructions from the Owner's designated representatives when they are in charge of operations at the building, provided such instructions do not adversely affect the specification nor the safe operations of the equipment or the Contractor's personnel and public safety.
 - L. The Contractor's manager representative shall formulate a chain of command and time schedule for approval by the Owner's representatives. During normal working hours, coordination of services shall be directed through an on-site representative or, when conditions warrant, a designated assistant.
 - M. Requirements for scheduling procedures, recording events, personnel employed, or other documentation shall be the responsibility of the designated Contractor's representative when the manager or his assistant is not on site or available to fulfill the mandated requirements.
 - N. If for any reason the Owner notifies the contractor that maintenance services are not allowed/required for any said month(s), the contractor shall not be penalized for not performing their required hours for that period.
- 2.2 MAINTENANCE OF ELEVATORS, WHEELCHAIR/ADA PLATFORM LIFT'S, VERTICAL RECIPROCATING CONVEYORS, CART CONVEYORS AND PLATFORMS EQUIPMENT COVERAGE
- A. At no additional cost to Owner, Contractor shall provide full comprehensive repair, replacement, adjustment, and related service coverage for all component systems including spare or replacement parts unless specifically excluded herein. Failure to provide a particular component, service or other procedure does not limit Contractor's obligation or liability to provide the necessary work or service.
 - 1. Contractor shall perform complete maintenance of the elevators and dumbwaiter to ensure they may be operated safely in accordance with performance standards and other criteria specified in this specification. Coverage shall be for twenty-four (24) hours per day, seven (7) days per week except for scheduled preventative maintenance and safety test procedures approved by Owner.
 - B. Contractor shall furnish all materials, labor, supplies, parts, equipment barricades, warning signs, semi-permanent structures, or other apparatus necessary or proper for and incidental to maintenance procedures.
 - C. Contractor shall be responsible for clearing and paying for any violations and fines related to the Equipment. Violations shall be cleared within the time limits imposed by the AHJ.
 - D. Contractor shall be responsible for keeping the exterior of the machinery and any other parts of the equipment free from rust.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 6
VDA No. 72114

Elevator
4/10/2024



- E. The following list of equipment is provided as a means to establish the full comprehensive intent of this specification. Coverage shall include all associated parts, apparatus and procedures whether specifically defined or not and shall include the necessary hoisting, rigging or other procedures required for execution of the repair, replacement, adjustment, and service of equipment covered under this specification.
1. Automatic door systems, power operated door systems and manual door/gate systems complete
 - a. Power operator and engagement linkages
 - b. Car door top track and hanger roller assemblies.
 - c. Car doors and gate, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors and gates.
 - d. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
 - e. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
 - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch, vane, or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.

 2. Car frame, platform and car safety devices complete
 - a. Crosshead, stiles, hitch plates, anti-spin devices, tie rods, supports and related structures.
 - b. Car guides, car rollers, shoes, stands, spindles, gibs, rollers and tensioning devices.
 - c. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware, cab steadiers and electrical switches.
 - d. Car fans, blowers, and cab ventilation systems.

 3. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms and weighted foundations and structures complete
 - a. Geared traction and winding drum units, gearless traction, and related systems complete.
 - b. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers, and hardware.
 - c. Integral and free-standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
 - d. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.

Alachua County Various Locations
 915 SE 5th Street
 Gainesville, FL

14 01 20 - 7
 VDA No. 72114

Elevator
 4/10/2024



4. Controls, selectors, solid state power drives, encoding devices, transformers with related wiring, conduit, and circuitry complete
 - a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders, and hardware.
 - b. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus devices to include software, software upgrades, monitors, keyboards, touch screens/pads and printers.
 - c. Filters, fans, blowers, control cabinet air conditioning, wiring, studs, terminal blocks, plug connectors, CRTs, system monitors and other diagnostic devices, .
 - d. Cabinets, frames, isolation pads, isolation transformers, chokes, diagnostic tools, status indicators, solid state, and hard wire circuitry.
 - e. Verify operation of Emergency Evacuation Systems annually and/or Battery Lowering and replace batteries, if required.

5. Car and counterweight safety systems
 - a. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.
 - b. Car and counterweight safety devices, drums, rods, linkages, clamps, and hardware.
 - c. Rope grippers and similar apparatus used for compliance with ASME A17.1 Rule2.19

6. Hoistway and pit equipment
 - a. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Wire ropes, chains and cables with guards used for suspension, compensation, safety, and selector encoding with related hitch and connection hardware complete.
 - c. Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - d. Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushings, seals, mounting supports, lubrication devices, guards, and hardware complete.
 - e. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
 - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems and all related hardware.
 - g. Counterweight assemblies, guides, rollers, stands, strike plates, safeties, and hitch devices.
 - h. Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.
 - i. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs, and guards.

7. Operating and signal fixtures with electrical wiring

Alachua County Various Locations
 915 SE 5th Street
 Gainesville, FL

14 01 20 - 8
 VDA No. 72114

Elevator
 4/10/2024



- a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels, and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, and signal systems complete including batteries.
 - e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.
 - f. Remote monitoring systems, controls, monitors, printers, and related apparatus.
8. Hydraulic systems' components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shut-off valves.
9. Inspect all lighting associated with the vertical transportation systems, including, but not limited to pit lights, equipment room lights, shaftway lights, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Relamp as needed.
10. Component Exclusions:
- a. The following vertical transportation system components are excluded for normal wear and tear repairs or replacements:
 - b. Car enclosures (including removable panels, suspended ceilings, lighting fixtures (lamps are included), light diffusers, floor coverings, entrance thresholds, trim and car panel doors). Hoistway enclosures, entrance frames and door panels.
 - c. Underground hydraulic cylinders and buried piping.
 - d. Machine room power disconnect switches together with fuses, power wiring located before the means of primary disconnect, power fuses or circuit breakers located in the primary means of disconnect, elevator machine room general lighting and ventilation. Cab, Pit and shaftway lighting fixtures and wiring (lamps are included). Support structures for machine beams or other apparatus normally provided by others and not subject to preventative maintenance procedures by the Elevator Contractor, machine room or other equipment access doors with associated locks, closers, and labeling.
11. **NOTE: Any items not specifically excluded will be covered under this specification.**

2.3 CLEANING

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 9
VDA No. 72114

Elevator
4/10/2024



- A. The Contractor shall during the course of all examinations, remove and discard immediately all accumulated dirt and debris from the car top(s), upper and lower escalator machinery areas and pit area(s). Prior to each annual anniversary date of this specification, Contractor shall thoroughly clean down the entire hoistway and wellway of all accumulated dirt, grease, dust, and debris at a minimum each year.

2.4 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound per O.E.M. recommendations or otherwise as needed. Painting of the machine room floor will be painted when both parties determine that the floor is in poor condition. The machine room floor shall be painted, when required, with a good quality deck enamel.

2.5 INSPECTIONS / TESTS

- A. The Contractor shall conduct Safety, Efficiency and Maintained Conditions surveys, inspections and tests as follows:
 - 1. Annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
 - 2. Mandated inspections and testing in accordance with the latest ASME A17.1 standards applicable per local law and/or as required by the AHJ.
- B. The Contractor shall conduct testing procedures in accordance with ASME A17.1 standards at intervals specified and indicated in ASME A17.1 Complete and execute all governing authority filing procedures including payment of all associated fees or other charges where mandated by local authorities, and forward confirmation of all authority required filings to the Facility Manager within ten (10) working days of the date the test procedure was completed. Any fines incurred for failure to complete required testing or for filing irregularities will be paid by the Contractor.
 - 1. Annual Electric Traction Elevator Safety Test
 - a. Contractor shall perform an Annual Electric Traction Elevator Safety Test conforming to the requirements contained in ASME A17.1 Category 1, Inspection and Test Requirements on all Traction Elevators covered by this Contract.
 - 2. Five Year Full Load Safety Test

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 10
VDA No. 72114

Elevator
4/10/2024



- a. Contractor shall perform a Five-Year Safety Test conforming to the requirements contained in ASME A17.1 Category 5, Inspection and Test Requirements on all Traction Elevators covered by this contract.
- 3. Annual Hydraulic Elevator Safety Test
 - a. Contractor shall perform an Annual Hydraulic Elevator Safety Test conforming to the requirements contained in ASME A17.1 Category 1, Inspection and Test Requirements on all Hydraulic Elevators covered by this Contract
- C. Note: Inspections and tests are not part of maintenance.
- D. The Contractor shall be responsible for the payment of any fines or retesting fees and all applicable labor should an inspection failure be as a result of any component or system covered under this maintenance specification. Should an inspection failure be the result of both a component or system covered under this Contract and a related building system that is the responsibility of the Owner, the cost of re-inspection shall be proportionally split between the Contractor and Owner.
 - 1. The Contractor shall file for and obtain any abatement necessary should any violation noted by an inspector be found to be cited in error with the applicable code.
 - 2. It shall be the Contractor's responsibility to contact the Facility Manager to establish mutually convenient dates for the performance of the inspections and tests. Where possible, these inspections and tests shall be scheduled so as to coincide with the Contractor's regular maintenance inspections on a "not to interfere" basis.
 - 3. Any deficiencies discovered as a result of the inspections and testing, whether witnessed by an Owner or not, shall be characterized as follows:
 - a. Condition I - "Immediate"
 - b. Condition II - "Priority"
 - c. Condition III - "Routine"
 - 1) Condition I - "Immediate" shall be utilized for life safety or other immediate deficiencies that adversely affect normal, safe operations and mandate removal of the unit from service at the time of testing. Upon the occurrence of the aforementioned, the Contractor shall notify the Owner verbally and provide a written confirmation prior to 10:00 AM on the next regular business day. Work required to correct such deficiencies shall be proposed immediately and, upon approval and completion, notification given to the Owner to witness the re-inspection procedure.
 - 2) Condition II - "Priority" shall be utilized for those deficiencies which could become life threatening or further impair the safe operation of vertical transportation systems. Condition II "Priority" deficiency classifications shall be applied to units and/or conditions that will create critical service interruptions. Required repairs, replacements and adjustments shall be proposed for corrective actions and re-inspection within forty-eight (48) hours of recording the deficiency. The Facility

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 11
VDA No. 72114

Elevator
4/10/2024



Manager will approve the extra work proposals and coordinate this mandated work based on the severity of the reported condition and building operations.

3) Condition III - "Routine" shall be utilized for deficiencies that may be addressed as soon as possible. Such conditions and/or deficiencies shall not be considered as safety infractions or conditions that will otherwise cause unscheduled removal from service of units or create conditions that will hamper regular building operations. The Contractor shall issue itemized proposals for recommended extra work procedures within two (2) weeks of recording the deficiency.

- 4. When repairs, adjustments or other equipment replacements are instituted over an extended time period, the Contractor shall update reports and ensure outstanding deficiencies are indicated on any new inspection or test procedures that may be undertaken prior to the satisfactory completion of work previously specified.
- 5. The Owner and/or designated representatives shall retain the right to witness all re-inspection and/or test procedures as required to expunge the outstanding deficiencies.

2.6 CALLBACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

A. Provide call-back service which consists of promptly dispatching qualified employees in response to requests from the Owner, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day, or night. If repairs cannot be made immediately, the mechanic shall notify the Owner as to the reason why and provide supplemental information regarding the restoration of services.

- 1. Callback service in response to passenger entrapments shall be provided within one-half (½) hour during regular working hours and within one (1) hour during overtime periods.
- 2. Call-back services for out-of-service units that have been secured by the Owner shall be provided within one (1) hour during regular working hours and within two (2) hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays.
- 3. Call-back services for out-of-service units that have been secured by the Owner shall be provided within three (3) hours at all other times not specified above in "1" or "2."
- 4. Call-back services for non-essential system malfunctions that do not constitute an operational or other safety condition shall be provided during normal working hours of regular working days within four (4) hours of the request for service.

2.7 Owner RIGHT TO MONITOR CONTRACTOR SERVICE AND PERSONNEL

- A. In addition to the Contractor's management and supervision of services specified herein, the Owner shall retain the right to monitor the actions of the Contractor and services rendered.
- B. The Owner may employ direct labor for management supervision or indirect outside consultants, inspectors, engineers or other qualified personnel to monitor the maintenance services provided by the Contractor with the understanding that such actions do not limit the Contractor's responsibilities for

Alachua County Various Locations
 915 SE 5th Street
 Gainesville, FL

14 01 20 - 12
 VDA No. 72114

Elevator
 4/10/2024



management of services or supervision of personnel. Contractor shall assist with these equipment reviews.

- C. When conditions warrant, in the opinion of the Owner, the Contractor shall provide the necessary labor and/or materials, at no additional cost, to assist the Owner to evaluate the services rendered, work performed and equipment conditions.
- D. There shall be no extra charge to the Owner for normal coordination of services, scheduling procedures, reporting requirements, or other service management and supervision mandated under the terms of this Contract to include assistance labor as specified above when assigned personnel are removed from normal duties without replacement by additional personnel for such assistance to the Owner.
- E. In the event the Contractor changes assigned management or supervisory personnel, the Owner shall retain the right to interview and evaluate all new personnel assigned for direct or indirect management and supervision of this Contract work.
- F. In the event the Contractor union affiliated personnel fail to perform their duties satisfactory to the Owner or display an attitude that is not conducive to good relationships or proper servicing of the elevator systems, the Owner may request a position reassignment based on submission of substantial evidence that such Contractor employee is not serving the best interests of the building and/or the Contractor in performing services specified herein. The Contractor shall honor said request within twenty-four (24) hours of notification and provide labor satisfactory to the Owner.
- G. The Owner reserves the right to purchase related vertical transportation system services, attachments or other appurtenances not covered under the terms of this Contract from other than the Maintenance Contractor. The Contractor shall cooperate and assist the Owner in coordination of such projects or acts to insure safe and adequate transportation is provided. When conditions warrant, in the opinion of the Owner, the Contractor shall provide technical assistance to the Owner upon request.

2.8 CONFIDENTIALITY

- A. The Owner may provide information to enable Contractor to render services hereunder, or Contractor may learn information about property or develop such information from Owner. Contractors agrees:
 - 1. To treat, and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Owner as confidential.
 - 2. Not to disclose and such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Owner to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Owner written approval, except to the extent necessary in connection with performing services or when required by law.
 - 3. Contractor shall not, in the course of performance of this specification, or thereafter, permit the use of Owner name or the name of any affiliate of Owner, or the name, address or any picture or likeness of or reference to the property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Owner.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 13
VDA No. 72114

Elevator
4/10/2024



2.9 SECURITY

- A. Contractor and Contractor’s personnel shall comply with all security regulations and requirements of Owner and Owner’s tenants.
- B. Contractor and Contractor’s personnel shall submit to security background checks as required.

2.10 OBSOLESCENCE

- A. For the purpose of this contractual contingency, Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair, rebuild or refurbish parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier in the same form, fit and/or function. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market. Claims of component obsolescence shall not be allowed when components can be repaired or rebuilt.
 - 1. The exception to the above shall be the full warranty and replacement of any controller drive(s), proprietary or non-proprietary which shall be replaced at no cost to the Owner, if for any reason the drive(s) is no longer manufactured, but can still be obtained or repaired, either through the original manufacturing company or a third-party provider. If the drive(s) are no longer manufactured and no longer available through the original manufacturing company or a third-party provider and cannot be repaired, the drive(s) will then be considered obsolete, and the Owner shall be responsible for 30% of the cost of the drive(s) but shall not be charged any labor costs.
- B. In the event of component obsolescence as defined in paragraph A above, the condition shall be reported to the Owner with the following information:
 - 1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 - 2. Procurement and installation time for restoration of system service.
 - 3. Any local law or safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests, and approvals).
 - 4. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity, and safety.
- C. Payment for obsolescence work shall be based on the extra cost to the contractor only.
 - 1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - a. Contractual hourly rate schedule as provided under Exhibit “A” shall be used to compute the extraordinary labor charge, if applicable.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 14
VDA No. 72114

Elevator
4/10/2024



- b. 30% of the actual material cost deemed obsolete (with no mark-up) will be paid to the contractor by the Owner.
 - c. If the part can be custom made, in the same form, fit and function, the Owner will pay up to 40% of the cost of that part. The Owner shall not be responsible for labor cost associated with this repair or fabrication.
 - d. At Owner, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
2. Subsequent to the Owner authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
- D. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and, such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this specification subject to the following:
- 1. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.
 - 2. Should the contractor reject an obsolescence repair made by others, the Owner may have a qualified third-party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions or the Owner may terminate the maintenance contract and award the maintenance work to another Contractor at the Owner sole discretion.

NOTE: No other claim for obsolescence of any kind will be considered by the Customer during the course of this specification.

2.11 SCHEDULED SERVICE PROCEDURES

- A. Maintenance requirements, in addition to scheduled and emergency repairs, renewals and testing, shall include but are not limited to:
- 1. Examination of wire ropes and/or suspension belts to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all reshackling procedures per ASME A17.1 and/or ASME A17.6 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
 - 2. Examination, repair, and replacement of all electrical wiring, traveling cables, conduits, connections and related apparatus extending from the main line power supply switch in the machine or other power supplies in hoistways.
 - 3. Maintenance of pit, hoistway and machine room lighting to include relamping, wiring and switch controls.
 - 4. Mandated inspections and relative labor requirements for third-party examinations and/or test procedures as approved by the Owner.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 15
VDA No. 72114

Elevator
4/10/2024



- 5. Testing to identify lost motion between the main motor, shaft and drive sheave will be conducted on an annual basis and will proceed as follows:
 - a. An original equipment encoder is mounted on the motor shaft. The shaft is coupled to the sheave and drum arrangement at the opposite end. If the output of the existing encoder is monitored and power applied to the rotor while the sheave and drum are held stationary by the brake, lost motion can be identified.
 - b. Dither board (or equivalent): a device giving a visual signal of motor encoder pulses. This device is inserted on the circuitry between the motor and the digital signal processor.
 - c. Apply current to motor shaft in both directions and monitor encoder pulses.
 - d. Zero pulses on the application of torque are expected. This expectation was validated by testing machines that have been repaired. The detection of any encoder signals is taken to indicate relative motion and signal the need for repair.

- B. Monthly Firemen’s Recall Service
 - 1. Monthly Firemen’s Recall Service Tests following the ASME Code A17.1/A17.2 requirements must be performed monthly and test logs kept current and stored in an accessible location in the Elevator Machine Room / Space, and per the requirements of the Local AHJ.

PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS

3.1 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED

- A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the original equipment manufacturer (O.E.M.) design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed thirty (30) footpounds. The following performance schedule shall be adhered to:
 - 1. Contract Speed: The contract speed shall be provided for up direction travel with full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 3% on digital drives; 10% up to /20% down on hydraulic(s) without closed loop valves of down valves and 5% of the contract speed.
 - 2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop and hold the car with a load of 125% of the rated capacity.
 - 3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within 1/4" ± of the floor level without releveling regardless of load.

3.2 PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain parts cabinets and an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common call-back service repairs. Such parts shall

Alachua County Various Locations
 915 SE 5th Street
 Gainesville, FL

14 01 20 - 16
 VDA No. 72114

Elevator
 4/10/2024



include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware. Contractor shall provide the Owner an inventory of the part inventory within 90 days of signing this contract.

- B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as built" documents remain on site and the property of the Owner per the maintenance specification.

3.3 STANDBY SERVICE/MINIMUM STAFFING REQUIREMENTS

- A. "Standby service" is defined as that time during the day or night that Contractor's personnel will be assigned to and working at the building for preventative maintenance procedures or other services described herein. Minimum staffing shall be in accordance with Exhibit A.
- B. In addition to the minimum staffing requirements described herein, the Contractor shall be required to increase the staffing levels as deemed necessary to guarantee the adequate performance of his duties within the standards set forth in this specification.
 - 1.
 - 2. During standby service periods, the Contractor shall respond to a notification of elevator or escalator malfunctions within fifteen (15) minutes and restore proper operation of the unit(s) as soon as possible.
 - a. Should emergency repairs require more than four (4) hours, the Contractor representative must notify the Facility Manager in person, via telephone or other immediate communication and provide an estimated time of performance for reactivation of the unit.
 - b. If repairs and/or other maintenance procedures require more than eight (8) hours or must be carried over to the next regular business day, the Facility Manager may elect to have such work performed on a continuing basis and pay the premium labor portion for all overtime work performed.
 - 3. During standby service periods, the Contractor shall repair or replace, as required, audio or visual signal devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware signal lights, demarcation lights or other similar apparatus within eight (8) hours of notification of condition.

3.4 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality available. Installation of such materials shall be accomplished in a neat workmanlike manner. In case the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within twenty-four (24) hours proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 17
VDA No. 72114

Elevator
4/10/2024



the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

3.5 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protections during and after the maintenance procedure. In addition, Contractor shall maintain an adequate safety program following the industry guidelines and practices

3.6 VIOLATIONS

- A. In the event that a summons or notification of violation or other process is issued to Owner by or on behalf of a governmental authority or its agents having jurisdiction over the building for violation of any law, code, ordinance, rule or regulation pertaining to the maintenance, repair or replacements of the Owner vertical transportation system and/or its component parts or conditions pertaining thereto, which are the responsibility of the Contractor to maintain, repair or replace under the Contract, the Contractor agrees to indemnify and hold Owner, its officers, agents, servants and employees harmless from and against Owner, and Contractor agrees that it will, at its own cost and expense, answer such process and defend Owner before any administrative tribunal or court having jurisdiction over the matter and shall comply with and pay any judgment, award or fines imposed, and Contractor shall timely correct and cure any violation condition and certify correction/cure of such condition(s) to the adjudicating body and/or issuing governmental authority, as may be required, and shall timely prepare and file the necessary certification, affidavit and supporting proof necessary to obtain removal, correction, discharge, or dismissal of the violation on the agent records.

3.7 CHANGES IN SCOPE

- A. The Owner may at any time, by written order, make changes within the general scope of this Contract in the work and service to be performed. If any such cases cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of this specification, an equitable adjustment shall be made, and the Contract modified in writing accordingly. If the Owner and Contractor fail to agree upon the adjustment to be made, the Owner reserves the right to solicit bids from other vendors for the performance of the additional work.
- B. When the Owner removes one or more elevators named in this Contract from service in order to perform work on such elevators that is outside the scope of this Contract, the monthly payments due the Contractor and the minimum maintenance hours required to be provided by the Contractor will be reduced accordingly. The Contractor shall be notified, in writing, by letter or Contract change order, at least three (3) full working days in advance of the elevator(s) being removed from, or returned to,

Alachua County Various Locations
 915 SE 5th Street
 Gainesville, FL

14 01 20 - 18
 VDA No. 72114

Elevator
 4/10/2024



service. If the elevator(s) is to be removed from service for thirty (30) consecutive calendar days or less, the Owner may negotiate an equitable adjustment with the Contractor and make the necessary adjustments on the monthly invoice authorizing payment. If the elevator(s) is to be removed from service for more than 30 consecutive calendar days, the Owner may issue a modification to the Contract and negotiate an equitable adjustment in the Contract price in accordance with this Section. The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to covered service.

Appendix attached and made a part of this specification.

Exhibit "A" attached and made a part of this specification.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 19
VDA No. 72114

Elevator
4/10/2024

APPENDIX

PERFORMANCE METRIC #1 - PERFORMANCE GUARANTEE

- A. Contractor’s failure to provide the specified Minimum Hours in “Section 2.1” for routine preventive maintenance monthly shall result in the Contractor providing a refund to the Owner for the unexpended hours at TWO TIMES the “Straight Time Rate Hourly Selling Price” or overtime rate, if appropriate, for Maintenance Mechanics listed in “Exhibit A.” If the Contractor fails to provide the required Monthly Minimum Hours for routine preventive maintenance for two (2) consecutive quarters, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy. Preventive maintenance is defined as regular and routine maintenance of equipment to keep them running and prevent any costly unplanned downtime from unexpected equipment failure. Category test and inspections is not defined as preventive maintenance.
- B. If three (3) callbacks for the same item on a specific unit occurs within thirty (30) consecutive days, the amount of the monthly billing shall be credited in the amount of 50% of the monthly billing cost up to the monthly billing cost of the unit per month.
- C. The Elevator Contractor shall be responsible for all AHJ fees/fines levied for not performing tests, inspections, re-inspections, or clearing mandated corrections related to the equipment as specified by the AHJ requirements.
- D. Non-Performance Guarantee payments shall be credited to the next billing cycle(s) or refunded by check at the option of the Owner.
- E. Contractor shall provide access to their online data system to review callbacks and maintenance reporting information at no additional charge.
- F. No penalty shall be assessed under A through E if damage is caused by vandalism or any other cause except normal wear and tear.
- G. Failure to provide and maintain a Code Compliant Maintenance Control and recordkeeping system as specified in Record Keeping will result in an automatic reduction of the Contract price of 10% for a one (1) year period as liquidated damages. Liquidated damages will be cumulative year to year. If the yearly recordkeeping requirements are missed for two (2) consecutive periods, the Owner has the option to immediately cancel the Contract or to pursue any other available remedies.

PERFORMANCE METRIC #2 - TESTING GUARANTEE

- A. Traction Elevators – Failure to complete the specified and/or code required annual no-load and/or five-year full-load safety test(s) within thirty (30) calendar days of the appropriate anniversary date or code compliance date will result in an automatic reduction of the monthly contract price for that elevator of

Alachua County Various Locations
 915 SE 5th Street
 Gainesville, FL

14 01 20 - 20
 VDA No. 72114

Elevator
 4/10/2024

50% for each thirty-day period the test(s) are overdue as liquidated damages if requested by The Owner. If the test(s) become overdue, the thirty-day grace period is eliminated, and any liquidated damages will be applied from the due day. (Example: Test(s) are forty-five (45) days overdue; liquidated damages will be 50% of two (2) months billing).

- B. Hydraulic Elevators – Failure to complete the specified and/or code required annual no-load pressure test(s) within thirty (30) calendar days of the appropriate anniversary date or code compliance date will result in an automatic reduction of the monthly contract price for that elevator of 50% for each thirty-day period the test(s) are overdue as liquidated damages if requested by The Owner. If the test(s) become overdue, the thirty-day grace period is eliminated, and any liquidated damages will be applied from the due day. (Example: Test(s) are forty-five (45) days overdue; liquidated damages will be 50% of two (2) months billing).
- C. The Contractor shall not be penalized for failure to complete the code-required testing in the event the local AHJ inspector does not have the availability. In such occurrence, the contractor must provide written documentation to the Owner as proof of the request.
- D. Any tests past due prior to the execution of this specification are not the responsibility of the Contractor and shall not be penalized.

PERFORMANCE METRIC #3 - LIQUIDATED DAMAGE CAP

- A. The penalties listed above will be capped at a maximum of 25% of total monthly contract price for each building except for Minimum Hour and response time guarantee related liquidated damages.

PERFORMANCE METRIC #4 - FAILURE TO PERFORM

- A. Contractor shall guarantee all work required during the contract period for the duration of the contract. Should the Owner determine during the contract period that any work has been performed improperly or not performed at all, the Contractor shall, after mailing of written notification by the Owner, correct said difficulty within fourteen (14) days. Failure to correct the defect in fourteen (14) days shall be construed as default of the contract and the Owner may attach all or a portion of the performance bond to satisfy the contract requirements by obtaining the work from other sources. The Owner shall be the sole judge of failure to perform. Under no circumstance shall the Contractor be liable for loss, delay, or damage beyond Contractor's reasonable control.
 - 1. Failure for the Contractor to perform work or performed work improperly (lack of tools, parts, knowledge) during the duration of the contract that leaves the Owner without elevator service at a specific facility, the Owner shall have the right without penalty to immediately remove that specific building at any time from this maintenance Contract and obtain services from other sources.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 21
VDA No. 72114

Elevator
4/10/2024

PERFORMANCE METRIC #5 - OWNER / OWNER'S REPRESENTATIVE MEETING REQUIREMENT

- A. Contractors' personnel shall meet with the Owner quarterly to review the reports submitted under Section 1.11, the Contractor's compliance with the minimum monthly maintenance hour provision of the specification and any other Contract related issues deemed appropriate by the Owner. As part of the quarterly meeting, Contractor shall attend a site walk through of elevator spaces as requested by the Owner. Contractors' personnel shall also be required to meet with the Owner to resolve any issues that arise during the administration of this Contract on an as-needed basis.
- B. The Contractor shall attend callback meetings monthly or at any time during the term of this Contract, upon written request of the Owner. Contractor shall provide reports including analytical data and charts to facilitate review of callbacks at these meetings.

PERFORMANCE METRIC #6 - NON-CONTRACTUAL CORRECTIVE ACTION NOTIFICATION TO Owner

- A. When, in the opinion of the Contractor, corrective action is needed, but considered within the terms of this Contract, to be the responsibility of the Owner rather than the Contractor, a written report detailing the nature of such action shall be promptly delivered to the Owner for further action (promptly is defined as within five (5) working days of becoming aware of the need for corrective action). If such corrective action is considered to be needed on an emergency basis, that is, necessary to maintain an elevator in service or correct a safety-related problem notification of the nature of such corrective action shall be immediately provided by telephone and e-mail to the Owner.

PERFORMANCE METRIC #7 - INSPECTION CORRECTION GUARANTEE

- A. Contractor shall correct any Contract covered AHJ inspection related Violation(s) required items within sixty (60) days or sooner if designated by the AHJ from documented notification to the contractor.
- B. Failure to complete the code-required inspection corrections within 60 days of the notification or issuance or violation will result in the Contractor refunding \$150.00 per unit, per month not in conformance and any associated re-inspection fees. Payment shall be by deduction from the normal maintenance billing. If a refund for overdue safety test(s) occur for two (2) consecutive thirty (30) day periods, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.
- C. Contractor shall correct any Owner Consultant inspection related QEI Violations or Deficiencies within ninety (90) days from notification or issuance of report.
- D. Failure to complete the Owner Consultant inspection related QEI Violations or Deficiencies within 90 days of the notification or issuance or report will result in the Contractor issuing a refund of \$500.00 per unit not in conformance and any associated re-inspection fees. Payment shall be by deduction from the normal maintenance billing. If a refund for inspection related QEI Violation/Deficiencies occur for two (2) consecutive periods, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 22
VDA No. 72114

Elevator
4/10/2024

1. **However, Contractor shall not be penalized for QEI Violation/Deficiencies not completed with the ninety (90) days if contractor can provide a schedule for maintenance, repairs or said violations to be completed within one-hundred-twenty (120) days due to delays in equipment or material orders. If upon the one-hundred-twenty (120) days, the outstanding issues have not been completed, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy**

Alachua County Various Locations
915 SE 5th Street
Gainesville, FL

14 01 20 - 23
VDA No. 72114

Elevator
4/10/2024



**EXHIBIT A
UNIT LOCATIONS**

Make	Controller	SerialNumbr	ElevatorTyp	Location	Address	Install.Dt	Mod.Da
General Hydro	MCE H2000	33229	Hydro	Administration - Annex Elevator	120 South Main St. Gainesville FL	1982	2008
Sedgwick		46699	Traction	Alachua County Jail - Dumbwaiter	3333 NE 39th Ave Gainesville FL	1992	
Miami Elevator	DMC-1	46697	Hydro	Alachua County Jail - Elevator 1	3333 NE 39th Ave Gainesville FL	1992	
Miami Elevator	DMC-1	46698	Hydro	Alachua County Jail - Elevator 2	3333 NE 39th Ave Gainesville FL	1992	
Dover Traction	Tricon	24338	Traction	Civil Courthouse - Elevator 1	201 East University Ave Gainesville FL	1976	1998
Dover Traction	Tricon	24339	Traction	Civil Courthouse - Elevator 2	201 East University Ave Gainesville FL	1976	1998
Dover Traction	Tricon	24340	Traction	Civil Courthouse - Elevator 3	201 East University Ave Gainesville FL	1976	1998
Mowrey Hydro	Spirit 13	24343	Hydro	Civil Courthouse - Elevator 4	201 East University Ave Gainesville FL	1976	2007
Sedgwick	Sedgwick	24341	Traction	Civil Courthouse - Elevator 5 (DW)	201 East University Ave Gainesville FL	1976	
Otis	MCE	5719	Traction	County Administration Building - Elevator 1	12 SE 1st Street Gainesville FL	1962	1994
Otis	MCE	5720	Traction	County Administration Building - Elevator 2	12 SE 1st Street Gainesville FL	1962	1994
Kone	Mirprom ST	73003	Traction	Criminal Courthouse - Elevator 1	220 South Main Street Gainesville FL	2003	
Kone	Mirprom ST	73008	Traction	Criminal Courthouse - Elevator 2	220 South Main Street Gainesville FL	2003	
Kone	Mirprom ST	73004	Traction	Criminal Courthouse - Elevator 3	220 South Main Street Gainesville FL	2003	
Kone	KCM831	73005	Traction	Criminal Courthouse - Elevator 5	220 South Main Street Gainesville FL	2003	
Kone	KCM831	73006	Traction	Criminal Courthouse - Elevator 6	220 South Main Street Gainesville FL	2003	
Kone	Mirprom 50	73009	Traction	Criminal Courthouse - Elevator 7	220 South Main Street Gainesville FL	2003	
Kone	Mirprom 50	73007	Traction	Criminal Courthouse - Elevator 8	220 South Main Street Gainesville FL	2003	
General Hydro	MCE H2000	22343	Hydro	Josiah T Walls Building - Elevator 1	515 North Main Street Gainesville FL	1974	2002
General Hydro	MCE H2000	62133	Hydro	Josiah T Walls Building - Elevator 2	515 North Main Street Gainesville FL	2002	
Mowrey	Omnron C20	50151	Hydro	Main Street Center Building - Elevator	35 North Main Street Gainesville FL	1995	
ThyssenKrupp	TAC32	103399	Hydro	Public Defenders Building - Elevator	151 SW 2nd Ave Gainesville FL	2016	
Mowrey	Spirit 13	8879	Hydro	State Attorney - Elevator	120 West University Ave Gainesville FL	1971	2015
SE Machine Hydro	MCE H2000	5249	Hydro	Wilson Building - Elevator	101 NE 1st Street Gainesville FL	1960	2008
Montgomery	MCE H2000	43145	Hydro	Headquarters Library - Staff #4	401 East University Ave Gainesville FL	1989	2011
Montgomery	MCE H2000	43142	Hydro	Headquarters Library - Patron #1	401 East University Ave Gainesville FL	1989	2011
Montgomery	MCE H2000	43144	Hydro	Headquarters Library - Patron #2	401 East University Ave Gainesville FL	1989	2011
Montgomery	Uniprom	43143	Hydro	Headquarters Library - Patron #3	401 East University Ave Gainesville FL	1989	

Alachua County Various Locations, 915 SE 5th Street
Gainesville, FL

14 01 20 - 24
Exhibit "A"

Elevator
04/10/2024

Exhibit 2: Rate Schedule



Alachua County, Florida

Procurement

Theodore "TJ" White, Jr. CPPB, Procurement Manager
County Administration Building, Gainesville, FL 32601

[SKYLINE ELEVATORS] RESPONSE DOCUMENT REPORT

ITB No. ITB 25-8-MB

Annual Elevator Full Coverage Maintenance and Repair Service

RESPONSE DEADLINE: August 7, 2024 at 2:00 pm

Report Generated: Thursday, September 5, 2024

Skyline Elevators Response

CONTACT INFORMATION

Company: Skyline Elevators

Email: bill@skylineelevators.com

Contact: Bill Brinklow

Address: PO Box 850
Groveland, FL 34736

Phone: (352) 819-5121

Website: N/A

Submission Date: Aug 6, 2024 11:18 AM (Eastern Time)

PRICE TABLES

MONTHLY COST PER BUILDING

The cost per month for maintaining the elevators in each building in accordance with the scope of work.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Administration Annex (1 Elevator)	12	Per Month	\$175.00	\$2,100.00
2	Civil Courthouse (4 Elevators, 1 Dumbwaiter)	12	Per Month	\$1,140.00	\$13,680.00
3	County Administration Building (2 Elevators)	12	Per Month	\$620.00	\$7,440.00
4	County Jail (2 Elevators, 1 Dumbwaiter)	12	Per Month	\$430.00	\$5,160.00
5	Criminal Courthouse (7 Elevators)	12	Per Month	\$2,170.00	\$26,040.00
6	Josiah T. Walls Building (2 Elevators)	12	Per Month	\$350.00	\$4,200.00
7	Main Street Center Building (1 Elevator)	12	Per Month	\$170.00	\$2,040.00
8	Public Defender's Building (1 Elevator)	12	Per Month	\$175.00	\$2,100.00
9	State Attorney's Building (1 Elevator)	12	Per Month	\$175.00	\$2,100.00
10	Wilson Building (1 Elevator)	12	Per Month	\$175.00	\$2,100.00
11	Library Headquarters (4 Elevators)	12	Per Month	\$725.00	\$8,700.00
TOTAL					\$75,660.00

HOURLY RATES

Labor cost OVER AND ABOVE the time necessary for standard equipment and component renewal or repair procedures. Includes all administrative costs, fuel charges, truck charges, trip charges, etc.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Technician	1	Per Hour	\$256.00	\$256.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	Mechanic	1	Per Hour	\$256.00	\$256.00
14	Engineer	1	Per Hour	\$256.00	\$256.00
TOTAL					\$768.00

OVERTIME RATES

Percentage above hourly rate, e.g. time and a half would be a 50% markup from the standard rate.

Line Item	Description	Unit of Measure	Percentage
15	Nights & Weekends	%	50%
16	Holidays	%	100%
17	Emergency Service	%	50%

Exhibit 3: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on

behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

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Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Annual Elevator Full Coverage Maintenance and Repair Services with Skyline Elevators, Inc.

Contract No. 14393

ITB No. 25-8-MB

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Skyline Elevator, Inc.
1518 Max Hooks Road Unit D
Groveland, Florida 34736
(352) 819-5121
bill@skylineelevators.com

CONTRACTOR

Signed By: Tan Nguyen
By: F5569898A63D459...
Print: Tan Nguyen
Title: Executive V.P.
Date: 9/20/2024

Exhibit 5: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14393 – #14393 - Annual Elevator Full Coverage Maintenance and Repair Services with Skyline Elevators, Inc.

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)			
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date